

**AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009**  
**REQUIREMENTS FOR INTERAGENCY AGREEMENT DE-AI30-08CC60036**  
**FOR RADIOLOGICAL CHARACTERIZATION**  
**OF AREA IV AT SANTA SUSANA FIELD LABORATORY**  
**AMENDMENT 4 TO INTERAGENCY AGREEMENT DE-AI30-08CC60036**  
**April 2009**

In July 2008, the Department of Energy (DOE) and the Environmental Protection Agency (EPA) entered an Interagency Agreement (IAG) for radiological characterization work to be conducted at the Santa Susana Field Laboratory (SSFL). In February 2009, the IAG was amended to provide funds so that EPA could: 1) conduct a background study to determine site specific background values for radiological contaminants at SSFL; 2) develop a scope of work, schedule and cost estimate for the first phase of a radiological survey of SSFL Area IV and the Northern undeveloped land at the SSFL (*see attached figure*); 3) initiate a historical site assessment evaluating past radiological activities at SSFL; and 4) develop a work plan for a radiological study of SSFL Area IV and the Northern undeveloped land. The IAG, as amended, the February 2009 Agreement, (Attachment 1), together with this second amendment, are hereby merged and referenced as "the Radiological Characterization of Area IV at the SSFL."

Under this amendment to Interagency Agreement (IAG) DE-AI30-08CC60036, the Department of Energy (DOE) (also referred herein as the "Ordering Agency") provides funding in the amount of \$38,300,000.00 appropriated under the American Recovery and Reinvestment Act of 2009, Pub. L. 1115 (Recovery Act or the Act) to the Environmental Protection Agency (EPA) (also referred herein as the "Lead Agency or Performing Agency") to accelerate and complete the remaining work to be performed under the IAG scope of work. A portion of the funds (up to \$3,400,000) may be used to fund EPA staff expenses and travel related to the EPA Work.

**RECOVERY ACT STATEMENT OF ACCELERATED WORK FOR THE**  
**RADIOLOGICAL CHARACTERIZATION OF AREA IV AT SSFL**

The EPA shall, in accordance with the terms of this IAG, act as Lead Agency for conducting the work that is summarized and defined in the Statement of Work (SOW) for IAG DE-AI30-08CC60036. This amendment establishes a new Line Item and revises the IAG SOW to accelerate the remaining work necessary to complete the Radiological Characterization of Area IV and the Northern undeveloped land at the SSFL (*see attached figure*). Line Item 002 is hereby established to track the work that will be financed by Recovery Act funds and associated funding:

Line Item 002	DESCRIPTION	DOLLARS
	Recovery Act Funds provided to complete Radiological Characterization of Area IV at SSFL	\$38,300,000.00

- *Work effort to complete: Radiation Survey (surface soil and groundwater/seep sampling and analyses); QA/QC Monitoring Requirements; and Radiation Survey (subsurface soil sampling and analyses) 100% gamma surface scan, historical site assessment, and complete data evaluation and report for Area IV and the Northern undeveloped land at SSFL on or before September 30, 2011.*

See Attachment 2, SSFL ONSITE SCHEDULE. This is the schedule of tasks to be performed for completion of the onsite survey for Area IV and the Northern undeveloped land at the SSFL.

### **AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 TERMS AND CONDITIONS**

Work performed under this Interagency Agreement will be funded under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). Special Recovery Act certification and reporting requirements apply to both the ordering and performing Federal agencies, the agency contractors and first-tier subcontractors. Therefore, the following terms and conditions are hereby appended to the IAG:

#### **RECOVERY ACT CERTIFICATION**

The IAG is modified to add the following, which shall flow down to all contracts and first tier subcontracts and is applicable only to the Recovery Act work:

Certification -

In order for the Contracting Officer to accept any products or services funded by the Recovery Act, the Contractor shall certify that the items were delivered and/or work was performed for a purpose authorized under the Recovery Act.

#### **RECOVERY ACT PERIOD OF PERFORMANCE**

The period of performance for the Recovery Act work specified in IAG DE-AI30-08CC60036 shall be for the period beginning the date this amendment is executed by DOE and EPA through December 31, 2011. The date of completion of the work funded by Recovery Act is not expected to exceed September 30, 2011. The period of performance shall conform to the accelerated schedule. See Attachment 2, SSFL ONSITE SCHEDULE, for the schedule.

#### **FINANCING**

As identified in the IAG signed July 24, 2008, DOE's preferred method for transferring funds to the EPA is via the Intergovernmental Payment and Collection System (IPAC). For the Recovery Act funds transferred, EPA should make IPAC charges with reference to DOE's IAG Number cited in block 1, of the Cover Page. All IPAC charges must be supported with the appropriate documents/required reports.

The following invoice procedure will apply to the submission of invoices for Recovery Act work specified in the Statement of Work. The Contractor may invoice costs for both Recovery Act work and other work in the same invoice. However, the Contractor shall separately identify costs in its invoices that pertain to the Recovery Act work. Other existing provisions applicable to invoice submission are applicable to Recovery Act invoices. A copy of all invoices relating to Recovery Act funding shall be provided to the DOE. Recovery Act costs shall also be segregated in the invoice so as to identify those costs associated with each applicable appropriation at the 1, 7, and 8 levels of the following accounting and appropriations data:

#### **Accounting and Appropriations Data**

Level	1	2	3	4	5	6	7	8	9	10
<b>Numerical Characters</b>	Xxx	xxxxx	xxxx	Xx	xxxxxxx	xxxxx	xxxxxxx	xxxxxxx	xxxxxxx	xxxxxxx
<b>Level Name</b>	Appropriation Code	Fund	Appropriation Year	Allottee	Reporting Entity	Object Class	Program	Project	WFO	Local Use

The Performing Agency shall certify in the appropriate supporting document/report accompanying the IPAC charge that the costs included in the charge for Recovery Act work were incurred only to accomplish the Recovery Act work in accordance with the Statement of Work. A copy of all charges with supporting documents/reports relating to Recovery Act funding shall be provided to the DOE.

#### **RECOVERY ACT PURCHASE OF PERFORMING AGENCY CONTRACTOR ACQUIRED PROPERTY**

The Performing Agency shall be accountable for all property purchased with Recovery Act funding under this IAG. Sensitive property is property for which additional physical security, protection, control, and accountability is required (e.g. radios, laptop and computers, cameras, etc.) to prevent the theft, loss or misplacement

The title of all Recovery Act purchased property considered accountable (greater than \$5,000) or sensitive shall vest in the DOE, and shall be returned at completion of the effort, unless an alternative agreement is made. Inventory and records for any accountable or sensitive property shall be maintained by the Performing Agency and provided to the DOE Contracting Officer on a quarterly basis. Equipment; accountable (i.e. gamma scanning detection system) and sensitive shall be identified and marked as U.S. Government - DOE property.

The Performing Agency shall develop and maintain a list of those items of personal property that are considered sensitive, as determined by the Ordering Agency Organizational Property Management Office OPMO and/or Contracting Officer. This list shall consist of:

(a) items, regardless of value, that require special control and accountability because of susceptibility to unusual rates of loss, theft, or misuse or due to national security and export control considerations.

(b) other items that the OPMO and/or Contracting Officer determines to need special control and accountability.

### **RECOVERY ACT SPECIAL PROVISIONS**

“Ordering Agency” is defined in Section 130.9 of OMB Circular A-11 and means the DOE in IAG DE-AI30-08CC60036.

“Performing Agency” is defined in Section 130.9 of OMB Circular A-11 and means the EPA in IAG DE-AI30-08CC60036.

### **DOE Contract Clause H.999 Special provisions relating to work funded under American Recovery and Reinvestment Act of 2009 (Feb 2009)**

#### **Preamble:**

Work performed under Interagency Agreement (IAG) DE-AI30-08CC60036 will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act’s purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

The Performing Agency should begin planning activities for its contractors and first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the Act’s reporting requirements. For projects funded by sources other than the Recovery Act, the Performing Agency should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Performing Agency will be provided these details as they become available. The Performing Agency must comply with all requirements of the Act. If the Performing Agency believes there is any inconsistency between Recovery Act requirements and current IAG requirements, the issues shall be referred to the DOE for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:

- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

#### Definitions:

For purposes of this clause;

“Covered Funds” means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

“First-tier subcontract” means a subcontract awarded directly by a Federal Government prime contractor whose contract is funded by the Recovery Act.

“Non-Federal employer” means any employer with respect to Covered Funds – the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

#### A. Flow Down Provision

Contract clause H.999 must be included in every contract and first-tier subcontract.

#### B. Segregation and Payment of Costs

This clause shall be included in every contract and first-tier subcontract.

Obligations and expenditures related to funding under the Recovery Act must be segregated. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

#### C. Prohibition on Use of Funds

None of the funds provided under this agreement and derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be used for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool or any projects similar to these.

#### D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality, as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section 3145 of title 40 United States Code. See <http://www.dol.gov/esa/whd/contracts/dbra.htm>.

#### E. Publication

Information about this agreement will be published on the Internet and linked to the website [www.recovery.gov](http://www.recovery.gov), maintained by the Accountability and Transparency Board. The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

#### F. Registration requirements

The Performing Agency shall ensure that all contractors and first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.204-11 "American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009)" below.

#### G. Utilization of Small Business

The Performing Agency shall, to the maximum extent practicable, give a preference to small business in the award of contracts for projects funded by Recovery Act dollars.

#### H. American Recovery and Reinvestment Act-Reporting Requirements

The Performing Agency will provide to the Ordering Agency copies of all data and reports generated under the Federal Acquisition Regulation Clauses listed below.

The following FAR clauses are hereby incorporated into this Interagency Agreement by reference and shall flow down to all first-tier subcontracts.

(a) 52.243-6 Change Order Accounting (APR 1984)

(b) 52.203-15 Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009)

(c) 52.204-11 American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009)

(d) 52.215-2 Audit and Records – Negotiation Alt I (MAR 2009)

I. Buy American

The Performing Agency will insert and enforce all applicable Buy American Act and Trade Agreements Act provisions required by the Recovery Act to be used in contracts and first-tier subcontracts.

J. This Interagency Agreement (IAG) is a written understanding, negotiated between the DOE and the EPA that (1) contains provisions applying to future contracts between EPA and its contractors and first-tier subcontractors during the term of this IAG and (2) contemplates that future contracts will incorporate by reference or attachment the required and applicable provisions contained in this IAG. This Agreement, which is itself not a contract, may be changed only by written bilateral modification of the IAG itself and not by a contract incorporating the provisions included in this Agreement.

The IAG may be reviewed and revised as necessary to ensure it contains provisions required by statute, executive order, Federal regulation and agency acquisition regulations that the parties agree to include as applicable and may be repeatedly modified to incorporate mandatory Recovery Act statutory or regulatory requirements. Discontinuing or modifying this Agreement shall not affect any prior contract incorporating the provisions of the IAG.

DEPARTMENT OF ENERGY

ENVIRONMENTAL PROTECTION AGENCY

Cynthia V. Anderson 4/23/09  
(Date)

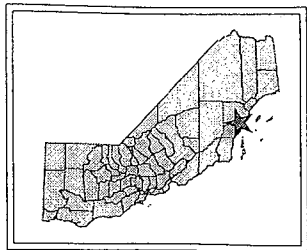
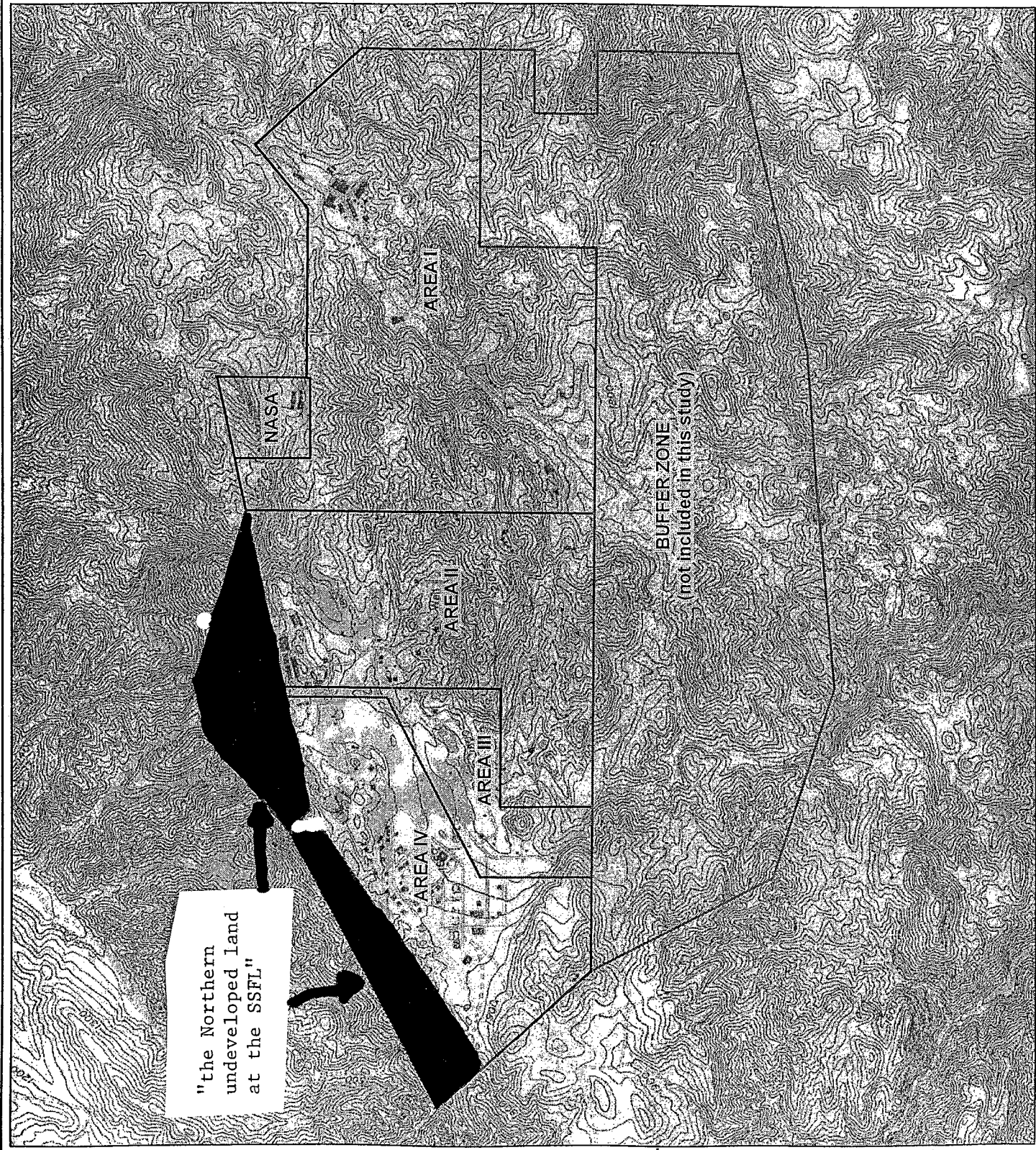
Cynthia V. Anderson  
Deputy Chief Operating Officer  
Office of Environmental Management

Keith Takata 4-23-09  
(Date)

Keith Takata  
Director  
Superfund Division



Attachment: Figure of Area IV and the Northern undeveloped land at the SSFL



Feet  
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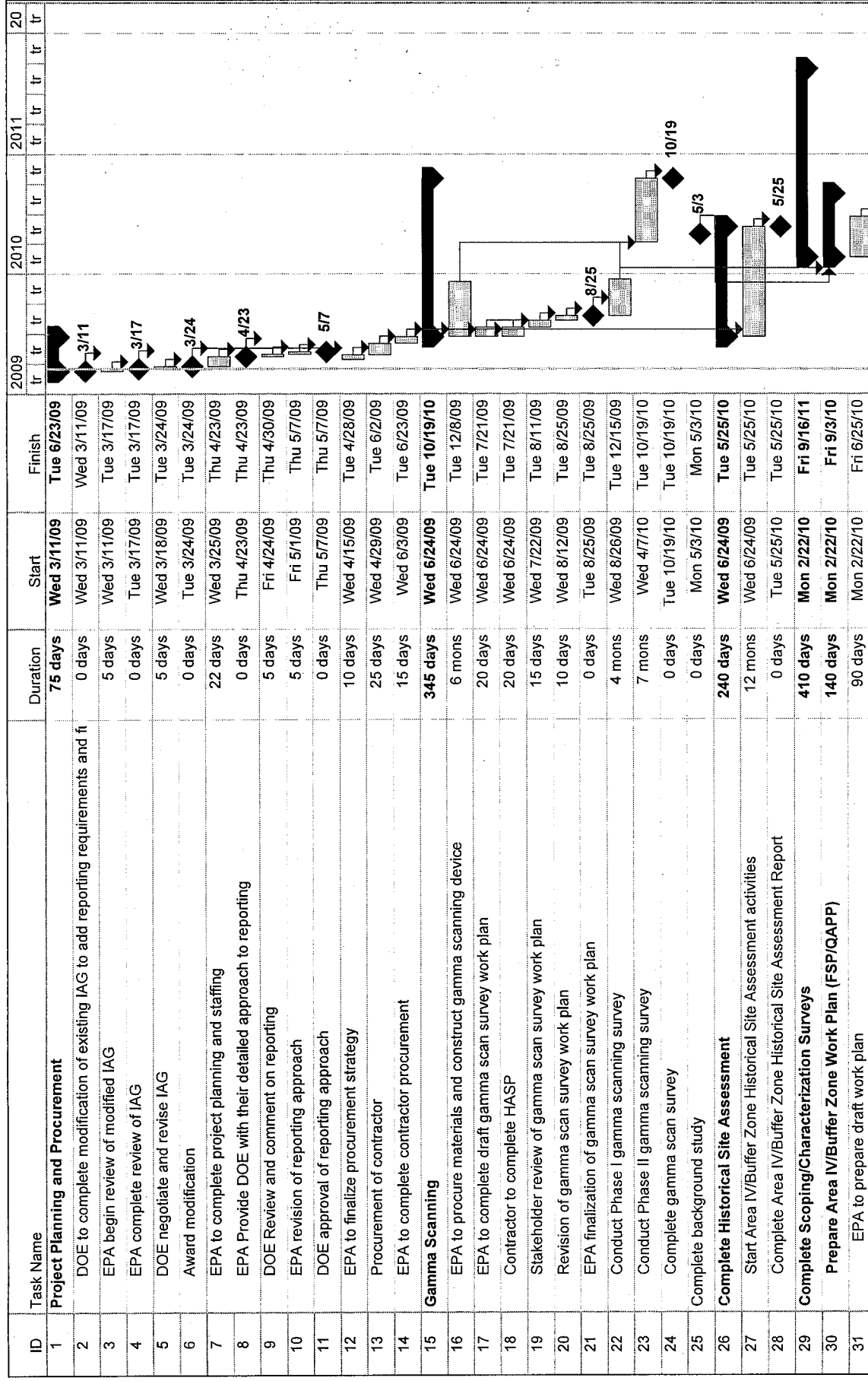
Source: USGS DRG (1999)

Project: SSFL Data CD

Date: 09/26/2008

By: MKS

Attachment: SSFL on site schedule; Radiological characterization of Area IV



Project: SSFL Onsite Schedule  
Date: Mon 3/16/09

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

Page 1



## INTERAGENCY AGREEMENT BETWEEN DOE AND EPA

### RADIOLOGICAL CHARACTERIZATION OF AREA IV AT SANTA SUSANA FIELD LABORATORY

#### PURPOSE

This amended Interagency Agreement (IAG) provides Department of Energy (DOE) funds to Environmental Protection Agency (EPA) so that EPA can: 1) conduct a background study to determine site specific background values for radiological contaminants at the Santa Susana Field Laboratory (SSFL), 2) develop a scope of work, schedule and cost estimate for the first phase of a radiological survey of SSFL Area IV and buffer zone areas adjacent to Area IV, 3) initiate a historical site assessment evaluating past radiological activities at SSFL, 4) initiate development of a workplan for a radiological study of SSFL Area IV and buffer zone areas adjacent to Area IV.

#### BACKGROUND

DOE historically conducted activities in a portion of Area IV of the SSFL facility known as the Energy Technology Engineering Center (ETEC). DOE is currently conducting surveillance, maintenance, and environmental monitoring, including soil and groundwater characterization required under the Resource Conservation Recovery Act (RCRA) and the California Health and Safety Code, section 25187 in Area IV.

DOE has conducted a Data Gap Analysis to evaluate the usability and acceptability of existing data and to identify any additional data that may support the preparation of an Environmental Impact Statement (EIS) in accordance with the *National Environmental Policy Act of 1969* for Area IV. Preparation of this EIS is required by an Order of the U.S. District Court for the Northern District of California in Case No. C-04-04448-SC.

DOE has also entered into a Consent Order for Corrective Action with the California Department of Toxic Substances Control (DTSC) in August 2007, pursuant to DTSC's authority over the cleanup of hazardous wastes under RCRA. DOE is in the process of preparing RCRA Field Investigation Reports for Area IV of SSFL as required by the August 2007 Consent Order schedule.

In Pub. L. No. 110-161, DOE was appropriated \$13 million for "environmental remediation activities associated with" ETEC. Pub.L. No. 110-161 also provided additional direction that DOE must use a portion of this \$13 million to "enter into an interagency agreement with the Environmental Protection Agency to conduct a joint comprehensive radioactive characterization of Area IV of the SSFL."

## **AUTHORITIES**

This IAG is entered into consistent with applicable federal law, including but not limited to:

For EPA: the Consolidated Appropriations Act for FY 2008, Pub. L. No. 110-161 at 121 Stat. 1959; applicable provisions of the *Comprehensive Environmental Response, Compensation and Liability Act*, as amended, 42 U.S.C. Section 9601 et seq., and the CERCLA National Contingency Plan, 40 C.F.R. Part 300.

For DOE: the Consolidated Appropriations Act for FY 2008, Pub. L. No. 110-161 at 121 Stat. 1959; *Atomic Energy Act* (AEA), 42 U.S.C. Section 2011, et seq.; and applicable provisions of the *Comprehensive Environmental Response, Compensation and Liability Act*, as amended, 42 U.S.C. Section 9601 et seq.

## **AGREEMENT**

DOE agrees to fund EPA's performance of those portions of the radiological survey set forth in Attachment A.

Attachment A (also referred to as "the Work") describes the scope of activities anticipated by this IAG. EPA will be the Lead Agency for conducting this Work that is summarized and defined in Attachment A to this IAG.

## **AGENCY ROLES AND RESPONSIBILITIES**

EPA will be the Lead Agency for the Work conducted by EPA and funded by DOE under this IAG. With respect to the Work conducted by EPA, the term "Lead Agency" shall have the meaning established in relevant portions of the CERCLA National Contingency Plan, 40 C.F.R. Part 300. DOE and EPA personnel will discuss the progress of the Work on a regular basis, but no less than quarterly.

## **PROGRAMMING, BUDGETING AND FUNDING**

DOE provided \$1,500,000 to EPA in FY 08 and is by this IAG amendment providing an additional \$1,700,000 to EPA in FY 09 to allow EPA to begin the EPA Work described in Attachment A. A portion of the funds (up to \$500,000) may be used to fund EPA staff and travel expenses related to the EPA Work. Any additional funds needed by EPA to complete the Work as described in Attachment A will be transferred to EPA by means of an amendment to this IAG. Funds transferred to EPA under this IAG shall be deposited in the EPA Santa Susana Field Laboratory Site Special Account within the EPA Hazardous Substance Superfund Account to be retained and used solely to conduct or finance the work in this IAG at the Santa Susana Field Laboratory Site.

Any requirement for the payment or obligation of funds established by the terms of this IAG shall be subject to the availability of appropriated funds. EPA will perform the

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Work in this IAG on the condition that DOE provides all of the funding necessary for that Work. No provision herein shall be interpreted to require obligation or payment of funds in violation of the *Anti-Deficiency Act*, 31 U.S.C. Section 1341. In cases where payment or obligation of funds would constitute a violation of the *Anti-Deficiency Act*, the dates established requiring the payment or obligation of such funds shall be appropriately adjusted.

### **DISPUTE RESOLUTION**

DOE and EPA will use their best efforts to resolve any disputes regarding this IAG through informal dispute resolution. Informal dispute resolution should begin at the Project Manager level with appropriate involvement of DOE and EPA legal counsel. If informal dispute resolution is not successful, the dispute shall be forwarded to the EPA Region 9 Director, Superfund Division and the DOE Deputy Chief Operating Officer, Office of Environmental Management. However, the EPA Region 9 Regional Administrator will have sole and final authority to resolve any dispute concerning a matter of scientific, policy or technical judgment regarding the scope, conduct or analysis of the EPA Work.

### **EXECUTION AND TERMINATION**

This IAG shall be terminated 180 days following the completion of the EPA Work as described in Attachment A, unless the term of this IAG is extended by mutual agreement. Should DOE be unable to fulfill its obligation to transfer the \$1.7 million discussed above or be unable to comply with a subsequent request by EPA for additional funds to complete the Work, EPA may terminate this IAG thirty days after delivery to DOE of a notice to terminate this IAG.

### **MODIFICATION**

This IAG may be modified by mutual agreement of the parties in order to facilitate the continuation and completion of the radiological characterization of SSFL Area IV and adjacent portions of the buffer zone areas.

### **RESERVATION OF RIGHTS**

This IAG is to be used solely for DOE's and EPA's internal management purposes. This IAG does not extend to any other person or entity nor does it create any right or cause of action. DOE and EPA, respectively, reserve any and all rights or authorities including but not limited to legal, equitable or administrative rights. In particular, EPA reserves all rights and authorities established by and provided under CERCLA and the NCP as delegated by the President to EPA. Further, DOE reserves all rights and authorities established and provided under Atomic Energy Act and Executive Order 12580.

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**ATTACHMENT A:**  
**DESCRIPTION OF EPA WORK TO BE PERFORMED**

Complete Background Study to Determine Site-Specific Background Values for Radiological Constituents:

1. Develop Scope of Work for a study to determine site specific background values for radiological contaminants of concern at for Area IV at SSFL.
  2. Share Scope of Work with State of CA, DOE and stakeholders for input
  3. Develop Field Sampling Plan
    - Study will include radiological scanning and soil sampling
    - Areas that are geologically similar to Area IV but not impacted by activities at SSFL will be chosen for sampling
    - Collect and analyze statistically appropriate number of samples to determine background values for the relevant radionuclides
  4. Conduct field work
  5. Prepare Report of Findings
    - Circulate Report for DOE, State and Stakeholder input
  6. Prepare Final Report
  7. EPA will provide to DOE a quarterly summary status report on dollars spent and progress to date.
- II. Develop Detailed Scope of Work for Conducting the Initial Phase of Radiological Study of Area IV and the Adjacent Buffer Zone:

Initial Phase of Study will include:

1. 100% Surface Scan of accessible areas using MARSSIM principles
  2. Surface Soil Sampling and Analysis for radionuclides
  3. Cost Estimate for All Work
-

III. Conduct a Historical Site Assessment (HSA) Evaluating Past Radiological Activities at SSFL

Deliverables:

Draft HSA  
Final HSA

This effort would be conducted in general accordance with the U.S. EPA, Scoping Document for Development of Radiation Survey of a Background Reference Area and Area IV/Buffer Zone Santa Susana Field Laboratory dated December 2008.

IV. Develop a Workplan for a Radiological Study of SSFL Area IV and Buffer Zone Areas Adjacent to Area IV ("Workplan")

Deliverables:

Draft Workplan  
Draft – Final Workplan  
Final Workplan

This effort would be conducted in general accordance with the U.S. EPA, Scoping Document for Development of Radiation Survey of a Background Reference Area and Area IV/Buffer Zone Santa Susana Field Laboratory dated December 2008.

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DEPARTMENT OF ENERGY  
AGENCY

ENVIRONMENTAL PROTECTION

Cynthia V. Anderson 2/17/2009  
(Date)

Cynthia V. Anderson  
Deputy Chief Operating Officer  
Office of Environmental Management

Keith Takata 2/19/2009  
(Date)

Keith Takata  
Director  
Superfund Division